

Exhibit C



Re: 18cv957 (SRU) Backmon v. John D'Amelia & AssociatesCa Ba to: Holly_Fitzsimmons
06/20/2019 09:49 PM

Cc: Greg Kirschner, Susan_Imbriani

From: Ca Ba <endure24cb@gmail.com>

To: Holly_Fitzsimmons@ctd.uscourts.gov

Cc: Greg Kirschner <Greg@ctfairhousing.org>, Susan_Imbriani@ctd.uscourts.gov

Dear Honorable Judge Holly B. Fitzsimmons,

The draft Settlement Agreement I submitted to the Defendants was the last draft I submitted with the caveat that I might have some additional comments and changes and I reserve the right to request those. The previous drafts were drafts that pro bono counsel, Mr. Greg Kirshner, assisted me with but did not contain a lot of the essential terms and material facts. Those I submitted with the caveat that I might have some additional comments and changes and I reserve the right to request those. The following motions have been filed: Motion to Recalendar filed May 23, 2019 (Doc. 127); Amended Motion to Recalendar Administratively Closed Case filed May 28, 2019 (Doc. 130, 130-1 to 130-10); Motion to Withdraw Counsel filed June 14, 2019 (Doc.134), and Motion to Amend Fourth Complaint filed June 14, 2019 (Doc. 133, 133-1 to 133-3).

Your Honor, as I have stated to my pro bono counsel and the Court, all the essential terms to the agreement and the all the material facts had not been addressed at the Settlement Conference but were left open to be addressed in the draft, and thus Administratively Closing my case on May 1, 2019 (Doc. 125), and the Court settling the case on April 30, 2019 (Doc. 124), when all the essential terms to the agreement and the all the material facts had not been addressed at the Settlement Conference but were left open to be addressed in the draft, were made against my will and against the law.

All the essential terms to the agreement and the all the material facts had not been addressed at the Settlement Conference but were left open to be addressed in the draft, this settlement agreement was made against my will and against the law. If the Defendants intend to file a Motion to Enforce the Agreement, I will state my position to the Court.

If the Defendants seek a stay on my proposed Fourth Amended Complaint, I will submit my opposition.

Due to the retaliatory actions by the Defendants, JDA and HACD, including but not limited to emotional and financial toll on my family, the late payments, and not timely processing lease renewal, my desire to port remains and as a reasonable accommodation I reserve that right.

On June 14, 2019 pro bono counsel, Mr. Greg Kirschner, filed a Motion to Withdraw Counsel (Doc. 134) and I also requested that he request replacement counsel, not from Connecticut Fair Housing Center (CFHC), for reasons including but not limited to conflict of interest. I would like to Motion the Court for Replacement Counsel for the settlement conference and for my case.

Respectfully
Carla Backmon, pro se

On Thu, Jun 20, 2019 at 4:56 PM <Holly_Fitzsimmons@ctd.uscourts.gov> wrote:

Dear Ms Backmon:

I spoke yesterday with defense counsel who provided me with a copy of the draft settlement agreement you returned to them on June 16. They have asked me to convey this response to you instead of responding directly. During

our conference, they sent me a copy of the draft you forwarded to them, which was different than the ones you included in your email to me of June 14. I also understand that you have filed a proposed Fourth Amended Complaint, adding additional causes of action, although I have not yet had an opportunity to review it.

The defendants are unwilling to agree to the changes you have made in the material terms of the agreement reached at the settlement conference, including a trebling of the amounts to be paid by the defendants, the limitations to the release (which they believe would allow you to file more claims concerning your past interactions with them), and the imposition of a five day time frame for payment. They also have issues with your language changes in a number of other paragraphs but most of those can probably be worked out if there is agreement on the material terms.

The material terms of the settlement that you have abrogated, as they see it, are the payment of \$62,000 within 30 days of the execution of the written agreement; and a general release of any/all claims against them from the time you moved from Colorado to the execution of the release. There were other terms which they feel are not accurately stated in your draft, but - as I indicated - many of those issues may be resolvable if you accept the basic terms. If you have changed your mind about those essential terms, the defendants intend to file a Motion to Enforce the Agreement. I think I have previously explained to you that a settlement is binding and enforceable once there is agreement on the essential terms, whether or not the agreement is reduced to writing. This motion would be decided by Judge Underhill.

You should also expect the defendants to seek a stay of any activity on your proposed Fourth Amended Complaint until the issues surrounding the settlement are resolved.

One other thing I want to pass along, regarding your desire to be released from your current lease and port elsewhere. I was surprised to see that term, as I thought the last time we talked that you were worried your lease would not be renewed, and you were relieved that it was. The relevant defendants said that you need to deal with your landlord; once the landlord indicates a willingness to release you from the lease, they will expeditiously do what is necessary to facilitate your move.

If you want to talk to me about all of this, or get more detail concerning the defendants' objections to your draft, I would be happy to talk to you. Please contact Susan Imbriani in the clerk's office to set up a time, and let her know if you would like a phone call or to come in person. I do hope these matters can be resolved, as you seemed greatly relieved at the end of the settlement conference at the prospect of moving forward without this litigation to worry about.

Sincerely,
Judge Fitzsimmons